

EXHIBIT B

Certificate of Organization

and

Certificate of Authority to Transact Business

STATE OF UTAH DEPARTMENT OF COMMERCE REGISTRATION		REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAIL(S) LLC - Domestic 5151309-0160
BEE LINE LONG DISTANCE, LLC		
EFFECTIVE 07/02/2002	EXPIRATION *RENEWAL	

STANLEY K STOLL
 BEE LINE LONG DISTANCE, LLC
 77 W 200 S
 SALT LAKE CITY UT 84101

STATE OF UTAH
DEPARTMENT OF COMMERCE
DIVISION OF CORPORATIONS & COMMERCIAL CODE
REGISTRATION

EFFECTIVE DATE: 07/02/2002
EXPIRATION DATE: *RENEWAL
ISSUED TO: BEE LINE LONG DISTANCE, LLC



REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAIL(S)
5151309-0160 LLC - Domestic

***RENEWAL**

You will need to renew your registration each anniversary date of the effective date.
Exceptions: DBAs and Business Trusts renew every three (3) years from the effective date.



Utah Department of Commerce
Division of Corporations & Commercial Code
160 East 300 South, 2nd Floor, S.M. Box 146705
Salt Lake City, UT 84114-6705
Service Center: (801) 530-4849
Toll Free: (877) 526-3994 Utah Residents
Fax: (801) 530-6438
Web Site: <http://www.commerce.utah.gov>

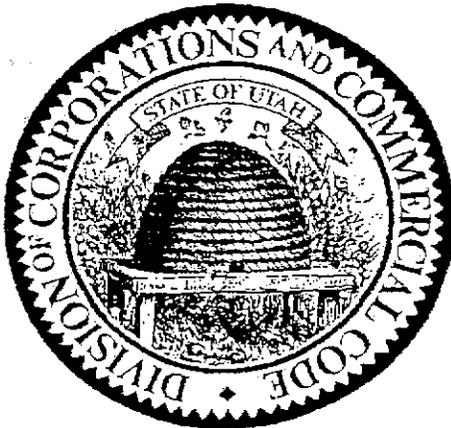
BEE LINE LONG DISTANCE, LLC
TWO GREENWOOD SQUARE STE 110
3331 ST RD
BENSALEM, PA 19020

August 29, 2002

CERTIFICATE OF EXISTENCE

Registration Number: 5151309-0160
Business Name: BEE LINE LONG DISTANCE, LLC
Registered Date: JULY 02, 2002
Entity Type: LIMITED LIABILITY COMPANY - DOMESTIC
Current Status: GOOD STANDING

The Division of Corporations and Commercial Code of the State of Utah, custodian of the records of business registrations, certifies that the business entity on this certificate is authorized to transact business and was duly registered under the laws of the State of Utah.



Kathy Berg
Director
Division of Corporations and Commercial Code

Dept. of Professional Licensing
(801) 530-6628

Real Estate
(801) 530-6747

Public Utilities
(801) 530-6651

Securities
(801) 530-6600

Consumer Protection
(801) 530-6601

JUL-23-02 TUE 03:25 PM BLACKBURN & STOLL

FAX NO. 8015217985

P. 06

5151309-0160

RECEIVED

EXPEDITE

JUL 16 2002

Utah Div. of Corp. & Comm. Code

AMENDMENT TO ARTICLES OF ORGANIZATION

OF

AMENDMENT

BEE LINE LONG DISTANCE, LC

THIS AMENDMENT TO THE ARTICLES OF ORGANIZATION (the "Articles") is entered into as of July 15, 2002, by the undersigned in connection with Bee Line Long Distance, LC (the "Company"), pursuant to the Utah Revised Limited Liability Act (the "Act"). The undersigned hereby adopts the following Articles:

ARTICLE I

Amendment: Article I of the Articles of Organization of this company is hereby amended to read in its entirety as follows:

ARTICLE I

Name: The name of this company is BEE LINE LONG DISTANCE, LLC

This Amendment to the Articles of Organization of the company were adopted by the sole member of company on July 15, 2002, in accordance with Section 84-2c-810 of the Act and are duly signed and filed in accordance with Section 84-2c-408 of the Act.

IN WITNESS WHEREOF, the undersigned Manager of the Company has executed this Amendment to the Articles of Organization and certifies to the truth of the facts herein stated, this 15th day of July, 2002.

Elmo G. Beutler, Manager
Elmo G. Beutler, Manager

State of Utah
Department of Commerce
Division of Corporations and Commercial Code
I hereby certify that the foregoing has been filed
And a true and correct copy of the same has been issued
in the office of the Secretary of State and hereby issued
and is a true and correct copy.

Examiner

Date



Elmo G. Beutler
Elmo G. Beutler
Division Director

Date: 07/16/2002
Receipt Number: 022868
Amount Paid: \$110.00

07-15991979439AMNY
07-16-02A08:54 RCVD

RECEIVED

JUL 02 2002

Utah Div. Of Corp. & Comm. Code

ARTICLES OF ORGANIZATION OF BEE LINE LONG DISTANCE, LC

The undersigned person, desiring to form a limited liability company under the Utah Revised Limited Liability Company Act, adopts the following Articles of Organization for such company and certifies:

ARTICLE I

Name: The name of this company (the "Company") is BEE LINE LONG DISTANCE, LC.



ARTICLE II

Duration: The Company shall continue until December 31, 2050, unless sooner dissolved by law.

ARTICLE III

Purposes: The purpose or purposes for which the Company is organized are:

a. To engage in the sale and resale of telecommunications services including, without limitation, toll services, pre-paid services, internet services, local exchange services, broadband voice and data services, satellite transmissions and such other purposes involving broadcast and telecommunications services as may be related thereto and all other lawful activities agreed to by the Members.

b. To market telecommunications services whether by internet, direct sale, multi-level marketing or such other means by which the Members may agree.

c. To do each and every thing necessary, suitable or proper for the accomplishment of any of the purposes or the attainment of any one or more of the subjects herein enumerated, or which may at any time appear conducive to or expedient for the protection or benefit of the Company, and to do said acts as fully and to the same extent as natural persons might, or could do, in any part of the world as principals, agents, partners, trustees, shareholders, or otherwise, either alone or in conjunction with any other person, association, partnership, corporation or limited liability company.

d. The foregoing clauses shall be construed both as purposes and powers and shall not be held to limit or restrict in any manner the general powers of the Company, and the enjoyment and exercise thereof, as conferred by the laws of the State of Utah; and it is the intention that purposes and powers specified in each of the paragraphs of this Article III shall be regarded as

07-02-02 P03:01 RCYD

5151309-6140

independent purposes and powers.

ARTICLE IV

Registered Office and Agent; Designated Office: The name and address of the Company's initial registered office is Stanley K. Stoll at 77 West 200 South, Salt Lake City, Utah 84101. The address of the initial registered, designated office of the Company is 255 South Orem Boulevard, Orem, Utah 84058.

If, at any time, the Company's registered agent has resigned, cannot be found or served with the exercise of reasonable diligence, the Director of the Division of Corporations and Commercial Code of the State of Utah is hereby appointed the agent of the Company for service of process.

ARTICLE V

Management: The management of the Company shall be vested in a manager or managers pursuant to the terms of the Operating Agreement. Managers do not need to be members of the Company. The name and address of the initial Manager, until resignation or removal, is as follows:

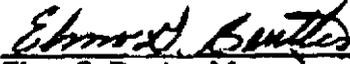
<u>NAME</u>	<u>ADDRESS</u>
Elmo G. Beutler	255 South Orem Boulevard Orem, Utah 84058

ARTICLE VI

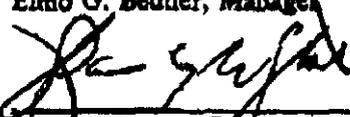
Dissolution: The Company shall be dissolved in accordance with provisions set forth in the Operating Agreement.

IN WITNESS WHEREOF, the undersigned, constituting the initial Manager of this Limited Liability Company, has executed these Articles of Organization and certifies to the truth of the facts herein stated, this 26th day of June, 2002.

DATE: 7/26/02
Principal Number: 815132
Annual Report: 9/26/02



 Elmo G. Beutler, Manager



 Stanley K. Stoll, Registered Agent

**OPERATING AGREEMENT
OF
BEE LINE LONG DISTANCE, LC**

THIS OPERATING AGREEMENT is made effective as of June 26, 2002, by the Elmo G. Beuter and Judith Y. Beuter Family Trust a/k/a The Beuter Family Trust, as the sole Member (the "Member").

1. Formation of Limited Liability Company. Bee Line Long Distance, Inc. hereby forms a Limited Liability Company pursuant to the provisions of the Revised Utah Limited Liability Company Act (the "Act").
2. Name of Company. The name of the Company shall be Bee Line Long Distance, LC (the "Company").
3. Character of Business. The purpose or purposes for which the Company is organized are:
 - a. To engage in the sale and resale of telecommunications services including, without limitation, toll services, pre-paid services, internet services, local exchange services, broadband voice and data services, satellite transmissions and such other purposes involving broadcast and telecommunications services as may be related thereto and all other lawful activities as determined by the Member.
 - b. To market telecommunications services whether by internet, direct sale, multi-level marketing or such other means by which the Member may determine.
4. Designated Place of Business. The location of the registered, designated place of business shall be 255 South Orcum Boulevard, Orem, Utah 84059, but the Manager may move the same to any other location within the State of Utah.
5. Registered Agent. The name and street address of the agent for service of process required to be maintained by the Act is: Stanley K. Stoll, 77 West 200 South, Salt Lake City, Utah 84101.

6. Name and Address of Initial Member. The name and mailing address of the sole initial member (herein referred to as "Member") are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Elmo G. Beutler and Judith Y. Beutler Family Trust a/k/a The Beutler Family Trust	255 South Orem Boulevard Orem, Utah 84058

7. Term. The Company shall continue until December 31, 2050, unless sooner terminated hereunder or by operation of law.

8. Capital and Capital Contributions. The Member's initial contribution is \$100.00 for 100% ownership of the Company.

9. Capital Accounts. An individual capital account shall be determined and maintained for each Member throughout the full term of the Company, and shall consist of the Member's original contribution increased by the Member's (a) additional contributions to capital and (b) share of Company profits, and decreased by the Member's (c) drawings and other distributions and (d) share of Company losses.

10. Profits or Losses.

(a) Interest in Profits or Losses. The net profits or net losses of the Company, all capital gains or losses and all extraordinary items of gain or loss, shall be credited or charged to the Member.

(b) Limitation on Liability for Losses Chargeable to Member. No Member shall personally be liable for any of the losses of the Company beyond said Member's capital interest in the Company.

(c) Distribution of Profits. The earnings of the Company shall be distributed annually, except that earnings may be retained by the Company as required hereinbelow or if required for the reasonable needs of the business. The Manager shall decide when and in what amounts earnings should be retained by the Company.

11. Additional Members. Additional Members may be admitted to this Company, but only upon such terms and conditions as the Member shall determine, in writing, prior to such admission.

12. Management of the Company.

(a) Management by Manager. Elmo G. Beutler shall serve as Manager of

this Company. Unless otherwise expressly provided herein, all reference hereinafter to any action to be taken by the Company shall mean action taken in its name and on its behalf by the Manager. The Manager shall have full, exclusive and complete discretion in the management and control of the affairs of the Company for the purposes herein stated and shall make all decisions affecting Company affairs. In discharging his or her managerial responsibilities, a Manager shall not be liable to the other Members for any good-faith act or omission to act or for any act or omission that does not constitute gross negligence or willful misconduct.

(b) Expenses. The Manager shall be reimbursed by the Company for all direct expenses incurred and paid by the Manager in connection with the management of the affairs of the Company. The Company shall indemnify the Manager and agents for all costs, losses, liabilities, and damages paid or accrued by the Manager or agent in connection with the business of the Company, to the fullest extent provided or allowed by the laws of the State of Utah. In addition, the Company may advance costs of defense of any proceeding to the Manager or any other agent.

13. Sale or Transfer of Company Interest. The Member's membership interest in the Company shall be transferable in whole or in part without consent of any other person, and the assignee shall be admitted to all the rights of the Member who assigned the membership interest.

14. Cash Distributions. Funds in excess of the working capital requirements of the Company as reasonably determined by the Manager, which arise or are realized from economic profits earned through the activities of the Company in its normal operations, the proceeds of a sale of all or any part of the assets of the Company, or a surplus of funds resulting from any refinancing by the Company, shall be allocated and distributed to the Member at such times as the Manager shall determine.

15. Company Accounting. Books of account of the Company shall be kept on a calendar year basis in accordance with generally accepted accounting practices applied in a consistent manner and shall reflect all Company transactions and be appropriate and adequate for Company business. The books of account and other records of the Company shall be maintained at the principal office of the Company or at such other place as may be designated by the Manager, and shall be open to inspection by each Member or their duly authorized representatives at all reasonable times during business hours.

16. Bank Accounts. All funds of the Company shall be deposited in the name of the Company in an account or accounts in such bank or banks as shall be determined by the Manager, and all withdrawals or disbursements from said account or accounts shall be made by check drawn in the Company name upon such account or accounts and signed on behalf of the Company by the Manager.

17. Title to Property. Title to and ownership of all the assets of the Company shall at all times be vested in and stand in the name of the Company, or in the name of such

nominee as determined by the Manager.

18. Termination and Dissolution. The Company shall continue until dissolved, but only upon the occurrence of any of the following events:

- (i) The written consent of the Member;
- (ii) The dissolution of the Company by judicial decree; or
- (iii) The expiration of the term of the Company.

In the event of dissolution and final termination, the Manager shall wind up the affairs of the Company and shall sell all of the Company assets as promptly as is consistent with obtaining the fair market value thereof.

Any cash remaining after all Company assets have been sold shall be paid out and distributed in the following order of priority:

- (1) To the payment of creditors of the Company, in the order of priority as provided by law.
- (2) To the Member.

19. Miscellaneous Provisions.

(a) Notices. Any notices, requests, consents, demands, approvals and other documents, instruments and communications required or which may be given under this Agreement shall be in writing and shall be deemed to have been duly given either at the time of delivery if personally delivered or five (5) business days after the time of mailing if mailed first class, postage prepaid and addressed to the Member at the address listed in paragraph 6 of this Agreement or such other addresses as the Member designates at any time in writing by notice to the Company in accordance with the provisions of this subparagraph.

(b) Validity. If any provision of this Agreement or the application of such provision to any person or circumstance shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

(c) Applicable Law. This Agreement, and application or interpretation thereof, shall be governed exclusively by its terms and by the laws of the State of Utah. Any suit to enforce the terms hereof shall be brought only in the State of Utah.

(d) Binding Agreement. This Agreement shall be binding upon the parties

hereto, their successors, heirs, devisees, assigns, legal representatives, executors and administrators.

(e) Captions. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision thereof.

(f) Pronouns. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person, persons, entity or entities may require.

(g) Default. In the event of default by any party in the performance of the terms and conditions of this Agreement, the defaulting party agrees, in addition to other remedies available, to pay all costs incurred by the other party, including reasonable attorneys' fees and costs.

(h) Amendments. This Agreement may be amended only by written consent of the Member.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the day and year first above written.

"MEMBER"

Elmo G. Beutler and Judith Y. Beutler Family Trust a/k/a The Beutler Family Trust

By: Elmo G. Beutler
Elmo G. Beutler
Trustee

Form **LLC-45.5**

January 1999

**Illinois
Limited Liability Company Act**

Application for Admission to Transact Business

This space for use by
Secretary of State

Jesse White
Secretary of State
Department of Business Services
Limited Liability Company Division
Room 359; Howlett Building
Springfield, IL 62756
<http://www.sos.state.il.us>

Payment must be made by certified check, cashier's check, Illinois attorney's C.P.A.'s check or money order, payable to "Secretary of State."

Submit in Duplicate

Must be typewritten

This space for use by Secretary of State

Date 9-13-02
Assigned File # 0077-553-3
Filing Fee \$400
Penalty \$
Approved: JWB \$

FILED

SEP 13 2002

**JESSE WHITE
SECRETARY OF STATE**

1. Limited Liability Company name: BEE LINE LONG DISTANCE, LLC
(Must comply with Section 1-10 of ILLCA or article 2 below applies.)

2. The assumed name, other than the true company name, under which the LLC proposes to transact business in Illinois is: _____
(If applicable, a form LLC-1.20, Application to Adopt an Assumed Name, is required to be completed and attached to this application.)

3. Federal Employer Identification Number (F.E.I.N.): 87-0530693

4. Jurisdiction of Organization: Utah

5. Date of Organization: July 2, 2002

6. Period of Duration: December 31, 2050
(See #14 on back)

7. The address, including county, of the office required to be maintained in the jurisdiction of its organization, or if not required, of the principal place of business (Post office box alone and c/o are unacceptable):

77 West 200 South
(Number) (Street) (Suite)
Salt Lake City, UT 84101
(City/State) (ZIP Code) (County)

8. Registered agent: Corporation Service Company
(First Name) (Middle Name) (Last Name)

Registered Office: 422 North Northwest Highway
(Number) (Street) (Suite #)

(P.O. Box or c/o are unacceptable) Park Ridge, Cook Illinois 60068
(City) (County) (ZIP Code)

9. The date on which this foreign LLC first did business in Illinois: upon qualification

LLC-45.5

10. The purpose or purposes for which the company is organized and proposes to conduct in this State: Include the business code # (IRS Form 1065).

To engage in the sale and resale of telecommunication services.

COOC # 513300

11. The limited liability company is managed by:

- manager(s)
- vested in member(s)

12. The Illinois Secretary of State is hereby appointed the agent of the limited liability company for service of process under the circumstances set forth in a subsection (b) of Section 1-50 of the ILLCA.

13. This application is accompanied by a certificate of good standing or existence, as well as a copy of the articles of organization, as amended, duly authenticated within the last thirty (30) days, by the officer of the state or country wherein the LLC is formed.

14. If the period of duration is a date certain and is not stated in the Articles of Organization from the domestic state, a copy of that page from the Operating Agreement stating the date must also be submitted.

15. The undersigned affirms, under penalties of perjury, having authority to sign hereto, that this application for admission to transact business is to the best of my knowledge and belief, true, correct and complete.

Dated 8/19, 2002
(Month/Day) (Year)

Elmo G. Beutler

(Signature)

(Signature must comply with Section 5-45 of ILLCA)

ELMO G. BEUTLER MANAGER

(Type or print name and title)

*(If applicant is a company or other entity, state name of company and indicate whether it is a member or manager of the LLC.)

Form LLC-1.20

January 1999

Jesse White
Secretary of State
Department of Business Services
Limited Liability Company Division
Room 359, Howlett Building
Springfield, IL 62758
<http://www.sos.state.il.us>

Payment may be made by business firm check payable to Secretary of State. (If check is returned for any reason this filing will be void.)

Illinois Limited Liability Company Act

- a. Application to Adopt an Assumed Name
- b. Application to Change An Assumed Name
- c. Application to Cancel An Assumed Name

Filing Fee: (see note)

Submit in Duplicate

Must be typewritten

This space for use by Secretary of State

Date 10/28/2002
Assigned File # 0077-553-3
Filing Fee \$ 90.00
Approved: Don

This space for use by Secretary of State

FILED

OCT 28 2002

JESSE WHITE
SECRETARY OF STATE

1. Limited Liability Company name: BEE LINE LONG DISTANCE, LLC
2. File number assigned by the Secretary of State: 0077-553-3
3. Federal Employer Identification Number (F.E.I.N.): 87-0530693
4. The state or country under the laws of which the limited liability company is organized is: (check one)
 Illinois (domestic) Foreign (specify): Utah
5. Date organized (if an Illinois limited liability company) or date authorized to transact business in Illinois (if a foreign limited liability company): September 13, 2002
6. The limited liability company intends to adopt and to transact business under the assumed name of: HELLO TELECOM
7. The right to use the assumed name shall be effective from the date this application is filed by the Secretary of State until _____, 20____, the first day of the limited liability company's anniversary month in the next year which is evenly divisible by five.
8. TO CHANGE: (a) The above-named limited liability company intends to cease transacting business under the assumed name of: _____
 (b) and to commence transacting business under the new assumed name: _____
9. TO CANCEL: The above-named limited liability company intends to cease transacting business under the assumed name of: _____

LLC-1.20

10. The undersigned affirms, under penalties of perjury, having authority to sign hereto, that this application to adopt, change, or cancel an assumed name is to the best of my knowledge and belief, true, correct and complete.

Dated August 19 2002
(Month & Day) (Year)

Elmo G. Beutler
(Signature)

ELMO G. BEUTLER, MANAGER
(Type or print Name and Title)

BEE LINE LONG DISTANCE, LLC

(If applicant is a company or other entity, state name of company and indicate whether it is a member or manager of the LLC.)

- NOTE: a. The filing fee to adopt an assumed name is \$20.00 plus \$5.00 for each month or part thereof between the date of filing this application and the date upon which the limited liability company may renew its use.
- b. The fee to change an assumed name is \$100.00.
- c. The fee for cancelling an assumed name is \$100.00.